



**MEMORANDUM OF UNDERSTANDING**  
**Bay City Independent School District Police Department and**  
**Bay City Police Department**

**JURISDICTIONAL MEMORANDUM OF UNDERSTANDING BETWEEN**  
**BAY CITY INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT**  
**AND CITY OF BAY CITY POLICE DEPARTMENT**

The Texas Education Code Section 37.081 requires a school district police department and the law enforcement agencies with which it has overlapping jurisdiction enter into a memorandum of understanding ("MOU") that outlines reasonable communication and coordination of efforts between the department and the agencies. This document shall serve as the MOU addressing those requirements between the Bay City ISD Police Department and the City of Bay City Police Department.

The Bay City ISD Police Department has significantly expanded its ability to investigate criminal activities occurring within its jurisdiction. The primary duties of police officers commissioned by the Bay City Independent School District are as follows:

- Endeavor to provide a safe and secure environment for students, staff, and citizens while those persons that are participating in or attending school sponsored activities which include, but not limited to, extracurricular activities, students in transit to and from school in a District vehicle, or any other school-sponsored or school related activity on or off campus.
- Protect the property of the District including real and personal property located inside and outside the boundaries of the District that is owned, leased, rented, or otherwise under the control of the District (hereinafter "Bay City ISD Property").
- Endeavor to protect the personal property of those individuals engaged in school sponsored or school related activities. These duties shall be performed throughout the entire territory within the geographical boundaries or jurisdiction of the Bay City Independent School District or within the State of Texas while those individuals are under the direct supervision of the District. This Agreement includes all current and future schools that are located within the overlapping jurisdiction of the City of Bay City, Texas.

1. Bay City Independent School District Police Department and the City of Bay City will have concurrent jurisdiction on Bay City ISD property within the city limits of the City of Bay City, Texas.

2. Bay City ISD Police will have primary jurisdiction and responsibility for all offenses that occur on property located within the geographical boundaries of the Bay City ISD. In addition, Bay City ISD Police will be responsible for investigating all traffic accidents that occur on school property as well as all other accidents involving District vehicles regardless of where the accident occurs.

3. The Bay City ISD Police Department has primary jurisdiction over all bomb threats to Bay City ISD property. These threats will only be reported to the Bay City Fire Department if assistance is needed in disposing of any suspicious incendiary devices.

4. If any assistance is needed, or if a major crime scene or a critical incident develops inside school district boundaries, the City of Bay City Police Department will be called upon to assist. The City of Bay City Police Department supports all command and authority during these types of major incidents. Bay City ISD Police will assist and agree with the City of Bay City Police Incident Commander.

5. If any assistance is needed, or if a major crime scene or a critical incident develops outside of the school district boundaries. The Bay City ISD Police Department can be called upon to assist. The Bay City ISD Police Department will support all command and authority from the Chief of Police and or Incident Commander during these types of major incidents.

6. The City of Bay City Police Department agrees to comply with notification of Criminal activities involving students enrolled in Bay City ISD schools pursuant to Article 15 .27 of the Texas Code of Criminal Procedures.

7. Bay City ISD agrees to become compliant with the National Incident Management System (NIMS) as set forth by the Department of Homeland Security within the initial term of this agreement.

8. In the event that any person performing law enforcement, police protection or detention services pursuant to this Agreement shall be cited as a party to any civil lawsuit, state or federal, arising out of the performance of those services, such person shall be entitled to the same benefits that he would be entitled to receive if such civil action had arisen out of the performance of his duties as a member of the department where he is regularly employed and in the jurisdiction of the member by which he is regularly employed. To the extent provided by law, each party to this Agreement expressly waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of the Agreement, except for acts in violation of law.

9. Third party claims against either party to this agreement shall be governed by the Texas Tort Claims Act or other appropriate statutes, ordinances or laws of the State of Texas and the United States.

10. It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, an immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

11. The term of this Agreement shall be for a period of two (2) calendar year from the date of execution of this Agreement by both parties. This Agreement shall renew annually for successive two ( 2 ) year periods, unless otherwise terminated in writing by either party with at least thirty (30) days written notice prior to the renewal date. This particular Agreement may be terminated at any time with or without cause, subject to Texas Education Code 37.081 (g) which requires a school district police department and the law enforcement agencies with which it has overlapping jurisdiction to enter a memorandum of understanding outlining reasonable communication and coordination efforts between the department and the agency.

12. It is understood that nothing in this agreement impacts the jurisdiction of the criminal courts, including the Bay City Municipal Court, as it relates to the filing and prosecution of offenses occurring on the property of Bay City

ISD campuses in the city limits of Bay City, Matagorda County, Texas. The renewal date shall be calculated using the date of execution of the Agreement by both parties. Notice, for the purpose of termination, shall be to the Chief of Police for the City of Bay City and the Superintendent for the Bay City ISD, Pursuant to Section 37.081(£) of the Texas Education Code. Notice shall also be provided to the Bay City ISD Chief of Police.

**AGREED TO:**

By: \_\_\_\_\_, Mayor of Bay City, Texas  
Robert K. Nelson

Date: \_\_\_\_\_

By: Christella Rodriguez, Chief of Police, Bay City, Texas  
Christella Rodriguez

Date: 12-1-22

By: \_\_\_\_\_, Superintendent, Bay City ISD, Bay City, Texas  
Dr. Dwight McHazlet

Date: \_\_\_\_\_

By: \_\_\_\_\_, Chief of Police, Bay City ISD, Bay City, Texas  
Leroy C. Cunningham Jr.

Date: \_\_\_\_\_